

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

**IN RE:**

**JOHN ANDREW GOODMAN**

**DEBTOR**

**§  
§  
§  
§**

**CASE NO. 24-10806**

**DEBTOR, JOHN ANDREW GOODMAN'S REPLY IN OPPOSITION TO  
MOTION OF SECURITY STATE BANK & TRUST, MOTION FOR RELIEF  
FROM STAY(ECF # 58)**

**TO THE HONORABLE SHAD R. ROBINSON, U. S. BANKRUPTCY JUDGE:**

JOHN ANDREW GOODMAN, Debtor herein, respectfully represents:

1. Security State Bank & Trust, Movant, has filed a Motion for Relief from Stay, hereinafter called the "Motion" (ecf#58). The motion is not well taken and should be denied.

2. The Movant is an over-secured creditor which is adequately protected by the equity in the subject property. The property at issue was scheduled to be closed at Hill Country Titles, Inc. in Fredericksburg, Texas. The \$2,450,000.00 sale was funded and ready to close. The Chapter 7 trustee's counsel filed a lis pendens which prevented the closing and the loss of the sale. A true and correct copy of the closing statement is attached hereto marked as Exhibit "A" and is incorporated by reference herein.

3. The property at issue is owned by the debtor's two childrens' trusts. The indebtedness is guaranteed by the debtor, John Goodman.

4. The Movant bank holds the first two liens on the property. It received \$40,000.00 of the contract earnest money which was released prior to closing to be applied to the Movant's debt. This may have resulted in an avoidable transfer.

5. There are other liens on the property whose claims would be prejudiced if the relief requested by the bank is granted.

6. Mr. Goodman contends that since the property to be sold was titled in the name of his childrens' two trusts, of which he is not a beneficiary, and for which he serves as a co-trustee together with his estranged wife (they are in the midst of a divorce), the Chapter 7 trustee had no right to claim title to the trusts' land by the filing of his lis pendens.

7. Mr. Goodman claims that the filing of the lis pendens was wrongful and was not released by the Trustee's counsel. This impropriety delayed and prevented the closing. It caused the loss of the sale and resulting damage to the two trusts and to Mr. Goodman as the sale would have reduced his liability for the claims to be released when the sale closed. It also injured the inferior lienholders. The Trustee's wrongful conduct injured the bank as well since the bank was not fully paid as anticipated at closing. The buyer did not agree to extend the closing in accordance with the parties' contract. The sole reason for the failure to close was the trustee's wrongful filing and refusal to withdraw his improper lis pendens. This is confirmed by the attached letter from the buyer's counsel which clearly places the "blame" for the sellers' failure to close on the Trustee's lis pendens filing. A true and correct copy of such letter is attached hereto marked as Exhibit "B" and is incorporated by reference herein.

8. There are several liens on the property in addition to the bank. The property is a desirable hotel site in Fredericksburg, Texas. Its intended use is the construction of a new hotel. It took several years to develop the site for sale. The buyer is a group of investors. When they learned that the property was involved in

a bankruptcy some of the investors did not want to extend the contract beyond the parties' agreed closing date.

9. Mr. Goodman as trustee of his childrens' trusts is currently attempting to find another purchaser including some of the original members of the investor buyer group. He believes that another sale can be completed within three to six months' time. Such time period is reasonable under the circumstances and is anticipated to yield over \$800,000.00 in excess of the bank's first two liens. Such equity cushion should provide ample adequate protection to the bank.

10. The bank seeks relief from the automatic stay to post and to sell the subject property to the great detriment of the two childrens' trusts, to the debtor, to its creditors, and also to the other lienholders whose equity would be extinguished by a sale by the bank and/or transfer of the bank's two notes to insiders of the bank which has not been disclosed to this Court.

11. The Debtor admits the allegations contained within Paragraphs 1 through 7 of Motion.

12. The Debtor denies the allegations contained within Paragraph 8 of the Motion, except that the debtor admits that the filing of Trustee's lis pendens has prevented the sale which was lost. The debtor denies the remaining allegations. The bank is incorrect regarding loan payments. It fails to disclose to the Court that it did in fact recently receive \$40,000.00 from the escrow which it applied to the debtor's guaranteed loan balance. (See attached closing statement).

13. The Debtor denies the allegations contained within Paragraphs 9 and 10 of the Motion.

14. The Estate and the bank should not be prejudiced by the misconduct

of the Trustee and his counsel which prevented the bank from being fully paid as a result of the scheduled closing prevented by the Trustee and his counsel.

WHEREFORE, PREMISES CONSIDERED, Debtor prays that the relief sought by Security State Bank & Trust, be in all things denied and for such other and further relief to which Debtor may be entitled.

DATED: 2 October, 2024.

Respectfully submitted,

LAW OFFICES OF MARTIN SEIDLER  
One Elm Place, Suite E-504  
11107 Wurzbach Road  
San Antonio, Texas 78230  
(210) 694-0300  
(210) 690-9886 Telecopier  
Email: [marty@seidlerlaw.com](mailto:marty@seidlerlaw.com)

By:           /s/ Martin Seidler            
MARTIN SEIDLER, #18000800  
ATTORNEY FOR DEBTOR

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served by email or First Class Mail to the parties set forth below and on those requesting notice in this case through the Court's electronic noticing system on this 2<sup>d</sup> day of October, 2024:

Mr. John Patrick Lowe, Trustee  
2402 East Main Street  
Uvalde, Texas 78801

Mr. Robert L. Barrows/Security Bank & Tr.  
LANGLEY & BANACK, INC.  
745 E. Mulberry, Suite 700  
San Antonio, Texas 78212

Mr. John Andrew Goodman  
Individually and as trustee  
1008 Middle Creek Road  
Fredericksburg Texas 78624

Mr. Brian Talbot Cumings  
GRAVES DOUGHTERTY HEARON &  
MOODY, PC  
401 Congress Ave., Suite 2700  
Austin, Texas 78701

Randy Bennett  
421 Compton Avenue  
Irving, Texas 75061

Matthew Mabery  
1241 S. State Hwy 16  
Fredericksburg, Texas 78624

Mr. Shane Tobin AUST  
Mr. Gary Wright AUST  
903 San Jacinto Rm 230  
Austin, TX 78701

/s/ Martin Seidler  
Martin Seidler

**B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number 223-1404	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance			
7. <input type="checkbox"/> Cash Sale.					

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)\*" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower <b>FREDERICKSBURG MAIN STREET, LLC</b> Attn: BJ Patel 7300 Blanco Road, Suite 701 San Antonio, TX 78216	E. Name & Address of Seller <b>JOHN ANDREW GOODMAN and CAYENNE SONI GOODMAN, Co-Trustees of the JAILEE ALEXIS GOODMAN TRUST and THE JUSTIN ANDREW GOODMAN TRUST DBA SONI PROPERTIES</b> John Goodman 1008 Middle Creek Road Fredericksburg, TX 78624	F. Name & Address of Lender
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G. Property Location  Townlot 342 and Block 63, unnumbered Townlot (2.52 acre parts), Fredericksburg, Gillespie County, Texas E. San Antonio Street Fredericksburg, TX 78624	H. Settlement Agent Name <b>Hill Country Titles, Inc.</b> P. O. Box 836 / 114 East Austin Street Fredericksburg, TX 78624 Tax ID: 74-1667103 Underwritten By: WFG	I. Settlement Date 9/5/2024 Fund:
Place of Settlement <b>HILL COUNTRY TITLES, INC.</b> 114 East Austin Street Fredericksburg, TX 78624		

J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction		
100. Gross Amount Due from Borrower			400. Gross Amount Due to Seller		
101. Contract Sales Price		\$2,450,000.00	401. Contract Sales Price		\$2,450,000.00
102. Personal Property			402. Personal Property		
103. Settlement Charges to borrower		\$8,357.00	403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. Annual Assessment			406. Annual Assessment		
107. City property taxes			407. City property taxes		
108. County Property Taxes			408. County Property Taxes		
109. Mud Taxes			409. Mud Taxes		
110. Other Taxes			410. Other Taxes		
111. School Property Taxes			411. School Property Taxes		
112.			412.		
113.			413.		
114.			414.		
115.			415.		
116.			416.		
120. Gross Amount Due From Borrower		\$2,458,357.00	420. Gross Amount Due to Seller		\$2,450,000.00
200. Amounts Paid By Or In Behalf Of Borrower			500. Reductions in Amount Due to Seller		
201. Deposit or earnest money		\$135,000.00	501. Excess Deposit		
202. Principal amount of new loan(s)			502. Settlement Charges to Seller (line 1400)		\$40,813.50
203. Existing loan(s) taken subject to			503. Existing Loan(s) Taken Subject to		
204. Commitment fee			504. Payoff to SECURITY STATE BANK & TRUST		\$519,250.00
205.			505. Payoff to SECURITY STATE BANK & TRUST		\$1,071,121.77
206.			506. Payoff		\$495,549.44
207.			507. EM released to Seller		\$40,000.00
208.			508. Payoff		\$285,000.00
209.			509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. Annual Assessment			510. Annual Assessment		
211. City property taxes			511. City property taxes		
212. County Property Taxes 01/01/24 thru 09/05/24		\$7,232.01	512. County Property Taxes 01/01/24 thru 09/05/24		\$7,232.01
213. Mud Taxes			513. Mud Taxes		
214. Other Taxes			514. Other Taxes		
215. School Property Taxes			515. School Property Taxes		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. Total Paid By/For Borrower		\$142,232.01	520. Total Reduction Amount Due Seller		\$2,458,966.72
300. Cash At Settlement From/To Borrower			600. Cash At Settlement To/From Seller		
301. Gross Amount due from borrower (line 120)		\$2,458,357.00	601. Gross Amount due to seller (line 420)		\$2,450,000.00
302. Less amounts paid by/for borrower (line 220)		\$142,232.01	602. Less reductions in amt. due seller (line 520)		\$2,458,966.72
303. Cash From Borrower		\$2,316,124.99	603. Cash From Seller		\$8,966.72



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L. Settlement Charges

700. Total Sales/Broker's Commission based on price	\$2,450,000.00	@ % = \$0.00	Paid From	Paid From
Division of Commission (line 700) as follows:			Borrower's	Seller's
701.	to		Funds at	Funds at
702.	to		Settlement	Settlement
703. Commission Paid at Settlement			\$0.00	\$0.00
800. Items Payable in Connection with Loan				
801. Loan Origination Fee	%	to		
802. Loan Discount	%	to		
803. Appraisal Fee		to		
804. Credit Report		to		
805. Lender's Inspection Fee		to		
806. Mortgage Insurance Application		to		
807. Assumption Fee		to		
808.		to		
809.		to		
810.		to		
900. Items Required by Lender To Be Paid in Advance				
901. Interest from	9/5/2024	to 10/1/2024 @ \$0/day		
902. Mortgage Insurance Premium for	months	to		
903. Hazard Insurance Premium for	years	to		
1000. Reserves Deposited With Lender				
1001. Hazard insurance	months @	per month		
1002. Mortgage insurance	months @	per month		
1003. Annual Assessment	months @	per month		
1004. City Property Taxes	months @	per month		
1005. County Property Taxes	months @	\$885.85 per month		
1006. MUD Taxes	months @	per month		
1007. Other Taxes	months @	per month		
1008. School Property Taxes	months @	per month		
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Attorney's fees	to	LAW OFFICES OF PAZOUKI, PLLC	\$7,500.00	
1107. Attorney's fees	to	KENDRA PESEK		\$600.00
(includes above items numbers:		)		
1108. Title insurance	to	HILL COUNTRY TITLES, INC.		\$11,854.00
(includes above items numbers:		)		
1109. Lender's coverage		\$0.00/\$0.00 .		
1110. Owner's coverage		\$2,450,000.00/\$11,854.00		
1111. Escrow fee	to	HILL COUNTRY TITLES, INC.	\$800.00	
1112. State of Texas Policy Guaranty Fee	to	HILL COUNTRY TITLES, INC.-Guaranty Fee-FirstCapital Bank of Texas	\$0.00	\$2.00
1113. Tax Certificates	to	HILL COUNTRY TITLES, INC.		\$20.00
1200. Government Recording and Transfer Charges				
1201. Recording Fees	Deed \$41.00 ; Mortgage ; Rel	to GILLESPIE COUNTY	\$41.00	
1202. City/county tax/stamps	Deed ; Mortgage	to		
1203. State tax/stamps	Deed ; Mortgage	to		
1204. Release of Lien	to	GILLESPIE COUNTY		\$37.00
1205. Release of Lien	to	GILLESPIE COUNTY		\$37.00
1206. Release of Lien	to	GILLESPIE COUNTY		\$41.00
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1303. Secretary of State	to	HILL COUNTRY TITLES, INC.	\$16.00	
1304. Invoice 21030-14	to	VEI - CONSULTING ENGINEERS		\$8,295.00
1305. Invoice 21030-6	to	VEI - CONSULTING ENGINEERS		\$3,971.25
1306. Invoice 21030-17	to	VEI - CONSULTING ENGINEERS		\$1,395.00
1307. Invoice 21030-15	to	VEI - CONSULTING ENGINEERS		\$14,561.25
1308.	to			
1309.	to			
1310.	to			
1311.	to			

1312.	.				
1313.	.	to	10		
1314.	.	to			
1315.	.	to			
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>				<b>\$8,357.00</b>	<b>\$40,813.50</b>

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

FREDERICKSBURG MAIN STREET, LLC  
a Texas limited liability company

JOHN ANDREW GOODMAN, CO-TRUSTEE OF THE  
JAILEE ALEXIS GOODMAN TRUST AND THE JUSTIN  
ANDREW GOODMAN TRUST DBA SONI PROPERTIES

By: \_\_\_\_\_  
ATULKUMAR R. PATEL, Vice President

#### SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

CAYENNE SONI GOODMAN, CO-TRUSTEE OF THE JAILEE  
ALEXIS GOODMAN TRUST AND THE JUSTIN ANDREW  
GOODMAN TRUST DBA SONI PROPERTIES

Settlement Agent

Date

**Warning:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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## PAZOUKI, PLLC

Attorneys at Law

1141 N. Loop 1604 E, Suite 105-608  
San Antonio, Texas 78232

Tel.: (210) 375-1300  
Fax: (210) 375-1313

September 18, 2024

Via Email: [goodmanj67@aol.com](mailto:goodmanj67@aol.com)

Mr. John Andrew Goodman  
Ms. Cayenne Soni Goodman  
The Jailee Alexis Goodman Trust  
The Justin Andrew Goodman Trust  
1008 Middle Creek Road  
Fredericksburg, Texas 78624

RE: File No. 223-1404; Transaction by and between JOHN ANDREW GOODMAN and CAYENNE SONI GOODMAN, CO-TRUSTEES OF THE JAILEE ALEXIS GOODMAN TRUST AND THE JUSTIN ANDREW GOODMAN TRUST and FREDERICKSBURG MAIN STREET, LLC, as successor in interest to SAT BROADWAY, LLC, a Texas limited liability company, for the sale and purchase of approximately 2.52 acres of land in Gillespie County, Texas (the "Property")

Dear Mr. and Ms. Goodman:

As you are aware, this office represents Fredericksburg Main Street, LLC (the "Buyer") in connection with the transaction for the purchase of the above referenced Property pursuant to the Real Estate Purchase and Sale Agreement dated November 16, 2023 (the "Contract").

As noted in previous correspondence dated September 10, 2024, the Contract has been terminated by the Buyer as a result of Seller's default of its obligations therein. As you are further aware, the closing of the subject transaction was scheduled on September 9, 2024 with time being of the essence under the Contract. It is undisputed that the Buyer timely performed all of its obligations under the Contract, deposited all funds and documents with the title company, and was ready, able, and willing to close the transaction on the closing date. It is also undisputed that the transaction failed to close on the scheduled date of closing as a result of Seller's default in performing its obligations and/or its representations and warranties under the Contract. More specifically, the Seller was unable to convey good and indefeasible fee simple title to the Property or a title policy to the Buyer at closing due to a cloud on the title to the Property resulting from the Notice of Lis Pendens recorded on August 28, 2024 on behalf of a Bankruptcy Court Chapter 7 Trustee as Document No. 20244485 of the Official Public Records of Gillespie County, Texas, and which was discovered by the Title Company on September 5, 2024 as part of the title company's routine update of the title work. I have attached a copy of the Notice of Lis Pendens for reference.



September 18, 2024  
Mr. John Andrew Goodman  
Ms. Cayenne Soni Goodman  
The Jailee Alexis Goodman Trust  
The Justin Andrew Goodman Trust  
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Buyer hereby reiterates the termination of the Contract without the waiver of its rights or remedies at law or under the Contract, all of which are reserved by Buyer, and demands the immediate return of all funds on deposit on behalf of the Buyer with the title company.

Thank you for your attention to the above. Please do not hesitate to contact me with any questions.

Very truly yours,

A handwritten signature in black ink, appearing to be 'R. Pazouki', with a long horizontal flourish extending to the right.

Robert Pazouki

cc: Katherine Moritz (Via Email)  
Atul Patel (Via Email)